UNITED STATES DISTRICT COURT	
SOUTHERN DISTRICT OF NEW YOR	K

CAROL CARDINAL,

Case No. 7:18-cv-12004-VB

Plaintiff,

-against-

CVS CAREMARK, INC.

Defendant.

DECLARATION OF ROBERT BAILEY IN SUPPORT OF DEFENDANTS' MOTION TO DISMISS, OR, ALTERNATIVELY TO STAY, AND TO COMPEL ARBITRATION

I, **ROBERT BAILEY**, declare as follows:

- 1. I have firsthand knowledge of the matters stated herein, and if called upon to testify as to them, I could and would do so truthfully and competently.
- 2. I am over 18 years of age and am competent to testify to the matters stated in this declaration.
 - 3. I am employed by CVS Pharmacy, Inc. as the Director of Talent Management.
- 4. In my capacity as Director of Talent Management, I am familiar with the employment policies and practices of CVS Pharmacy, Inc. and its affiliates and subsidiaries (collectively "CVS"). I am also familiar with the electronic systems used by CVS to conduct training of its colleagues and to maintain certain personnel records pertaining to each colleague.
- 5. CVS maintains records of its colleagues' participation in training courses administered by CVS using a Learning Management System known as "LearNet." Each CVS employee has a unique log-in credential and personalized password enabling access to various LearNet courses.

- 6. During the week of October 5, 2014, CVS introduced an Arbitration of Workplace Legal Disputes policy ("Arbitration Policy") under which a colleague and CVS each waive the right to pursue employment-related claims in court, agreeing instead to submit such disputes to binding arbitration. A true and correct copy of the policy is attached hereto as **Exhibit A**.
 - 7. The Arbitration Policy states, in pertinent part,
 - 1. Mutual Obligation to Arbitrate. Under this Policy, CVS Health (including its subsidiaries) and its Employees agree that any dispute between an Employee and CVS Health that is covered by this Policy ("Covered Claims") will be decided by a single arbitrator through final and binding arbitration only and will not be decided by a court or jury or any other forum, except as otherwise provided in this Policy. This Policy is an agreement to arbitrate disputes covered by the Federal Arbitration Act (9 U.S.C. §§ 1-16). Employees accept this Policy by continuing their employment after becoming aware of the Policy.
 - 2. Claims Covered by this Policy. Except as otherwise stated in this Policy, Covered Claims are any and all legal claims, disputes or controversies that CVS Health may have, now or in the future, against an Employee or that an Employee may have, now or in the future, against CVS Health, its parents, subsidiaries, successors or affiliates, or one of its employees or agents, arising out of or related to the Employee's employment with CVS Health or the termination of the Employee's employment.

Covered Claims include but are not limited to disputes regarding.. leaves of absence, harassment, discrimination, retaliation and termination arising under the Civil Rights Act of 1964, Americans with Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act... and other federal, state and local statutes, regulations and other legal authorities relating to employment.

Covered claims also include disputes arising out of or relating to the validity, enforceability or breach of this Policy, except as provided in the section below regarding the Class Action Waiver.

Exhibit A at pp. 1-2, 3-4.

- 8. Also beginning the week of October 5, 2014, colleagues were invited to participate in a LearNet training course, *Arbitration of Workplace Legal Disputes* (Course No. 800305) ("Arbitration Training Course"), which communicates and educates CVS's colleagues on its Arbitration Policy. A true and correct copy of the PowerPoint presentation used during the Arbitration Training Course is attached hereto as **Exhibit B**.
- 9. The third slide of the Arbitration Training Course contains a link to the CVS Health Colleague Guide to Arbitration. The Arbitration Policy is fully set forth between pages 8 and 9 of the CVS Health Colleague Guide to Arbitration ("Arbitration Policy Guide"). A true and correct copy of the Arbitration Policy Guide, which must be reviewed as part of the Arbitration Training Course, is included in Exhibit B and is also attached hereto **Exhibit C** in the manner in which a colleague reviewing the Arbitration Policy Guide would view it.
- 10. A colleague taking the Arbitration Training Course cannot continue past the third slide without clicking the link to display the Arbitration Policy Guide. The Arbitration Policy Guide also educates colleagues on their rights as they relate to arbitration, the manner in which a colleague accepts the terms of the Arbitration Policy, and how to opt out of the Arbitration Policy. Specifically, the Arbitration Policy Guide reviewed as part of the Arbitration Training Course provides in relevant part:

Colleagues' Rights

The arbitration policy is not meant to discourage or prevent colleagues from filing a complaint with or participating in an investigation by any federal, state or local office or agency, including but not limited to the U.S. Department of Labor, Equal Employment Opportunity Commission or National Labor Relations Board. (Indeed, to bring certain legal claims, a colleague must file a complaint with one of these agencies first. The arbitration policy does not affect that obligation.) CVS Health recognizes and respects colleagues' rights to engage with these public authorities, and, as always, we will not retaliate against any colleague who exercises these legal rights.

Arbitration is a matter of contract between the colleague and CVS Health. Colleagues accept the policy by continuing their employment with CVS Health after becoming aware of the policy. With that being said, we want colleagues' participation to be voluntary. Colleagues will be asked to acknowledge and agree to the policy, but from the time that a colleague first views or receives the policy, he or she has thirty days to opt out of the policy. If a colleague opts out, he or she will not be obligated to go to arbitration and can continue to use the traditional court system as before. Likewise, if a colleague opts out, CVS Health will not be required to arbitrate any disputes it has with that colleague.

How to Opt Out

In order to opt out, a colleague must mail a written, signed and dated letter stating clearly that he or she wishes to opt out of the CVS Health Arbitration of Workplace Legal Disputes Policy. The letter must be mailed to CVS Health, P.O. Box 969, Woonsocket, RI 02895. In order to be effective, the colleague's opt out notice must be postmarked no later than 30 days after the date the colleague first views or receives the policy. Please note, sending in a timely notice is the only way to opt out. A colleague cannot opt out by refusing to complete training or attend meetings about the policy.

CVS Health will not tolerate retaliation against any colleague who decides to opt out.

Exhibit C at p. 7.

- 11. After reviewing the Arbitration Policy Guide, a colleague must return to the LearNet Arbitration Training Course slides in order to complete the Arbitration Training Course.
- 12. The fifth slide of the Arbitration Training Course, which is viewed by the colleague after clicking through and viewing the Arbitration Policy Guide, instructs the user to click the "Yes" button at the bottom of the slide to confirm acknowledgement of and agreement to the statements on that slide. A colleague has not completed the Arbitration Training Course unless he clicks on that button.

- 13. By clicking the "Yes" button on that fifth slide, the colleague is acknowledging and agreeing to the following, among other statements:
 - that I have carefully read the CVS Health policy "Arbitration of Workplace Legal Disputes" (the "Policy") and understand that it applies to me;

. . .

- that, to opt out, I must mail a written, signed and dated letter, stating clearly that I wish to opt out of this Policy to CVS Health, P.O. Box 969, Woonsocket, RI 02895, which must be postmarked no later than 30 days after the date I first received or viewed a copy of this Policy;
- that by being covered by the Policy and not opting out, CVS Health and I are obligated to go to arbitration instead of a court to resolve legal claims covered by the Policy.

Exhibit B at 18.

- 14. Each colleague who was employed by CVS at the time the Arbitration Policy was introduced was notified to complete the Arbitration Training Course through LearNet and by his or her Store Manager.
- 15. Once logged onto the Arbitration Training Course, a colleague may print the Arbitration Policy Guide and the Arbitration Policy using CVS-owned equipment and supplies at no cost to the colleague.
- 16. According to records maintained in LearNet, Plaintiff Carol Cardinal ("Plaintiff") completed her training on the Arbitration Policy (along with training on four other, unrelated training modules) on April 21, 2015. A true and correct copy of Plaintiff's Training Transcript, reflecting on page 6 that she completed the web-based training (WBT) of the Arbitration Policy, is attached hereto as **Exhibit D**.
- 17. As set forth above, Plaintiff was required to click "Yes" on the fifth slide of the training in order to complete the course. By clicking "Yes," she agreed and acknowledged that the Arbitration Policy applied to her but that she had an opportunity to opt-out in the manner

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described in the Arbitration Training Course and Arbitration Policy Guide. The Arbitration Training Course would not appear on the colleague's Training Transcript as "Finished-WBT" unless the colleague clicked "Yes" on the fifth slide of the training.

18. CVS did not receive a timely notice from plaintiff indicating her desire to opt out of the Arbitration Policy.

Pursuant to 28 U.S.C. § 1746, I declare under the penalty of perjury under the laws of the United States that the foregoing is true and correct.

Dated: January <u>\$5</u>, 2019

ROBERT BAILEY

EXHIBIT A

Document No:	TILLE:	Arbitration of Workplace Legal Disputes			
Parent Documen	it(s): N/A	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \			
Effective Date: See Review and Revision		Last Review Date:	Business Unit/Department Owner: David Juffe, VP & Senior Legal Counsel		
History			Reviewed and Approved By: David Jaffe, VP & Senior Legal Counsel		
Exhibit(s): N/A					
Document Type:		Policy and Procedure	Standard Work Instructions / Fraining Manual		

POLICY

It is the position of CVS Health that binding, single-party arbitration is a better means for resolving workplace legal disputes between the company and employees than the traditional court system, which many find to be slow, inefficient and expensive. Arbitration permits employees to pursue the same individual claims and seek the same individual remedies as in court but in a less formal, more personalized forum. Therefore, through this Policy, CVS Health is implementing an arbitration program for the resolution of workplace legal disputes.

SCOPE

This Policy applies to and forms a mutually-binding contract between CVS Health and all of its employees, except those employees subject to a collective bargaining agreement ("CBA") unless the CBA contains language recognizing the applicability of policies like this one. Covered employees are referred to in this policy as "Employee" or "Employees."

PROCEDURES

- 1. Mutual Obligation to Arbitrate. Under this Policy, CVS Health (including its subsidiaries) and its Employees agree that any dispute between an Employee and CVS Health that is covered by this Policy ("Covered Claims") will be decided by a single arbitrator through final and binding arbitration only and will not be decided by a court or jury or any other forum, except as otherwise provided in this Policy. This Policy is an agreement to arbitrate disputes covered by the Federal Arbitration Act (9 U.S.C. §§ 1-16). Employees accept this Policy by continuing their employment after becoming aware of the Policy.
- 2. Claims Covered by This Policy. Except as otherwise stated in this Policy, Covered Claims are any and all legal claims, disputes or controversies that CVS Health may have, now or in the future, against an Employee or that an Employee may have, now or in the future, against CVS Health, its parents, subsidiaries, successors or affiliates, or one of its employees or agents, arising out of or related to the Employee's employment with CVS Health or the termination of the Employee's employment.

Covered Claims include but are not limited to disputes regarding wages and other forms of compensation, hours of work, meal and rest break periods, seating, expense reimbursement, leaves of absence, harassment, discrimination, retaliation and termination arising under the Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in

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Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act ("ERISA") (except for claims for employee benefits under any benefit plan sponsored by the Company and covered by ERISA or funded by insurance), Genetic Information Non-Discrimination Act, and other federal, state and local statutes, regulations and other legal authorities relating to employment.

Covered Claims also include disputes arising out of or relating to the validity, enforceability or breach of this Policy, except as provided in the section below regarding the Class Action Waiver.

3. Claims NOT Covered by This Policy. This Policy does not apply to claims by an Employee for workers compensation, state disability insurance, unemployment insurance benefits or claims for benefits under an employee benefit plan. This Policy does not prevent or excuse an Employee (either individually or together with others) or CVS Health from using the company's existing internal procedures for resolution of complaints, and this Policy is not intended to be a substitute for the use of such procedures.

This Policy applies only to legal claims. Thus, it would not apply to a claim by an Employee that CVS Health acted improperly or unfairly or inconsistently, if the company's alleged actions did not also violate the Employee's rights under a particular law.

This Policy does not apply to claims raised in litigation pending as of the date an Employee first receives or views this Policy.

This Policy does not prohibit an Employee or CVS Health from filing: a motion in court to compel arbitration; a motion in court for temporary or preliminary injunctive relief in connection with an arbitrable controversy; or an administrative charge or complaint with any federal, state or local office or agency, including but not limited to the IJ.S. Department of Labor, Equal Employment Opportunity Commission or National Labor Relations Board. Also excluded from this Policy are disputes that may not be subject to a pre-dispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act or any other binding federal law or legal authority.

4. Arbitration Proceedings

- a. <u>Initiation of a Claim.</u> All claims in arbitration are subject to the same statutes of limitation that would apply in court. To initiate a claim in arbitration, an Employee or CVS Health must make a written demand for arbitration and deliver it (i) by hand or first class mail to the other party <u>and</u> (ii) by hand or first class mail or electronically to the American Arbitration Association ("AAA") within the applicable statute of limitations period. Otherwise, the claim will be waived as provided for by applicable law. An Employee may seek assistance from the AAA regarding the initiation of a claim by calling 877-495-4185 or sending an email to <u>casefiling@adr.org</u>.
- b. The Written Demand. The written demand for arbitration must: identify the parties; state the legal and factual basis of the claim(s); and state the specific remedy or damages sought. Any written demand for arbitration made to CVS Flealth must be

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directed to the CVS Legal Department (ATTN: VP, Employment Law), One CVS Drive, Woonsocket, RI 02895. Any written demand for arbitration to the Employee will be sent to the last home address on file with the Company. The arbitrator will resolve all disputes regarding the timeliness of the demand for arbitration.

- c. Rules and Procedures. The arbitration will be administered by the American Arbitration Association ("AAA") and will be conducted in accordance with the Employment Arbitration Rules and Mediation Procedures of the AAA ("AAA Rules") then in effect. The AAA Rules can be found at the AAA website (www.adr.org), by calling the AAA at 800-778-7879, or by requesting a copy in writing from the CVS Health Human Resources Department. Pursuant to the AAA Rules, the parties will select the arbitrator by mutual agreement and will have the opportunity to conduct discovery, bring dispositive motions, be represented by attorney(s) (or not, as they prefer) and present witnesses and evidence at a hearing. Unless the Employee and CVS Health agree otherwise, the location of the arbitration hearing will be no more than 45 miles from the place where the Employee is or was last employed by CVS Health. The Federal Rules of Evidence will apply. The arbitrator will follow the substantive law applicable to the case and may award only those remedies that would have been available had the matter been heard in court. Judgment may be entered on the arbitrator's decision and enforced in any court having jurisdiction.
- d. Costs and Fees. CVS Health will pay all costs and expenses charged by the AAA or the arbitrator, including but not limited to the arbitrator's fees, except that, for claims an Employee initiates, the Employee will be responsible to pay the claim initiation fee charged under the AAA Rules; however, if the Employee's claim initiation fee exceeds what a court in the jurisdiction would have charged the Employee for filing a lawsuit based on the Employee's claims, then the Employee will be responsible only for the amount that the court would have charged, and CVS Health will pay the remaining amount to the AAA. Each party will pay its own litigation costs and attorneys' fees, if any. However, if any party prevails on a claim which affords the prevailing party attorneys' fees and litigation costs, the arbitrator is authorized to award attorneys' fees and/or litigation costs under the same standards a court would apply under applicable law.
- 5. <u>Pre-hearing Mediation.</u> Prior to the arbitration hearing of any Covered Claim, the Employee and CVS Health are encouraged to engage in non-binding mediation under the employment mediation procedures of the AAA. If the parties agree to participate in mediation, CVS Health will pay all fees and costs charged by the AAA or the mediator.
- 6. Waiver of Class, Collective and Representative Actions ("Class Action Waiver"). Employee and CVS Health will bring any Covered Claims in arbitration on an individual basis only; Employee and CVS Health waive any right or authority for any Covered Claims to be brought, heard or arbitrated as a class, collective, representative or private attorney general action. This Class Action Waiver does not apply to any claim an Employee brings as a private attorney general solely on the Employee's own behalf and not on behalf of or regarding others. Notwithstanding any other provision of this Policy or the AAA Rules,

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disputes regarding the validity, enforceability or breach of this Class Action Waiver will be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If, despite this Class Action Waiver, an Employee files or participates in a class, collective or representative action in any forum, the Employee will not be retaliated against, disciplined or threatened with discipline. However, CVS Health will seek enforcement of this Policy and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class, collective or representative actions or claims.

- 7. Severability. If any portion of this Policy is adjudged to be unenforceable, the remainder of this Policy will remain valid and enforceable. In any case in which (a) a dispute is filed as a class, collective, representative or private attorney general action and (b) there is a final judicial determination that part (but not all) of the Class Action Waiver is unenforceable, the action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable will be enforced in arbitration. If the Class Action Waiver is adjudged completely unenforceable, Employees and CVS Health agree that this Policy is otherwise silent as to any party's ability to bring a class, collective or representative action in arbitration.
- 8. Non-Retaliation. It is against CVS Health policy for any Employee to be subject to retaliation if he or she exercises his or her right to assert claims under this Policy or to challenge this Policy. If an Employee believes that he or she has been retaliated against, the Employee should immediately report the issue to the CVS Human Resources Department or Ethics Line. This Policy does not in any way alter the at-will employment status between Employees and CVS Health.

REVIEW AND REVISION HISTORY

Date	Revision No.	Reason for Change	Sections Affected
7/6/14	1.0	New Policy Effective Date	All
10/5/14	2.0	Clarification of Company Name, Policy Owner and	All
		Other Provisions	

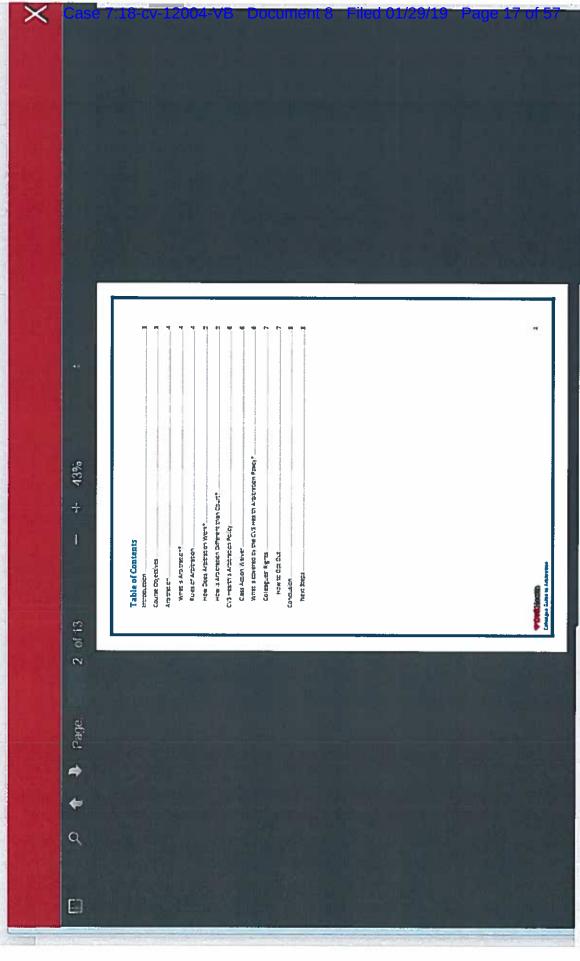
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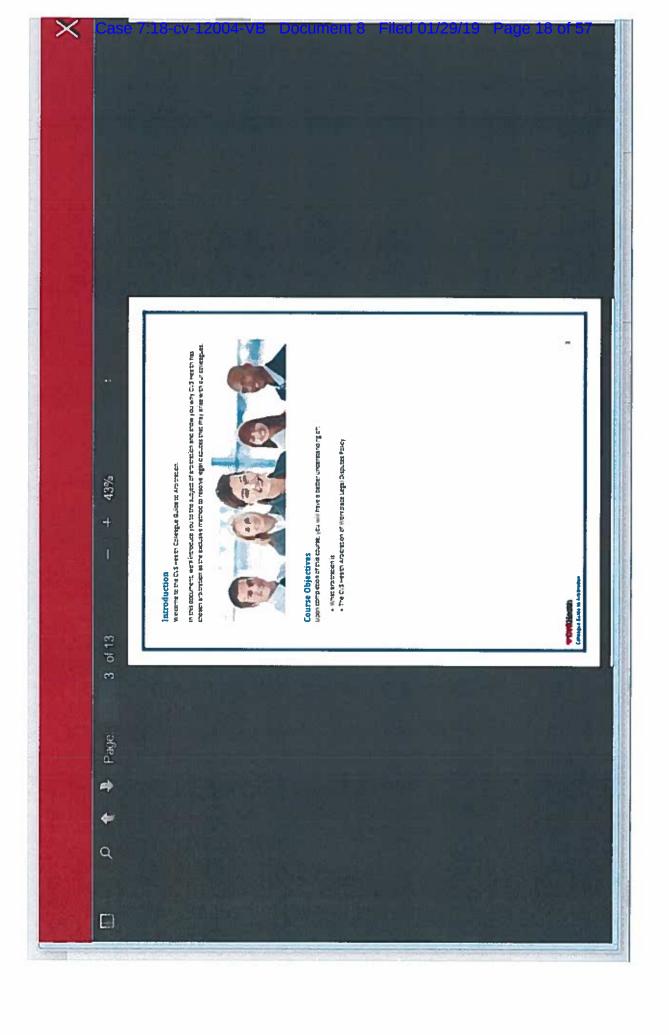
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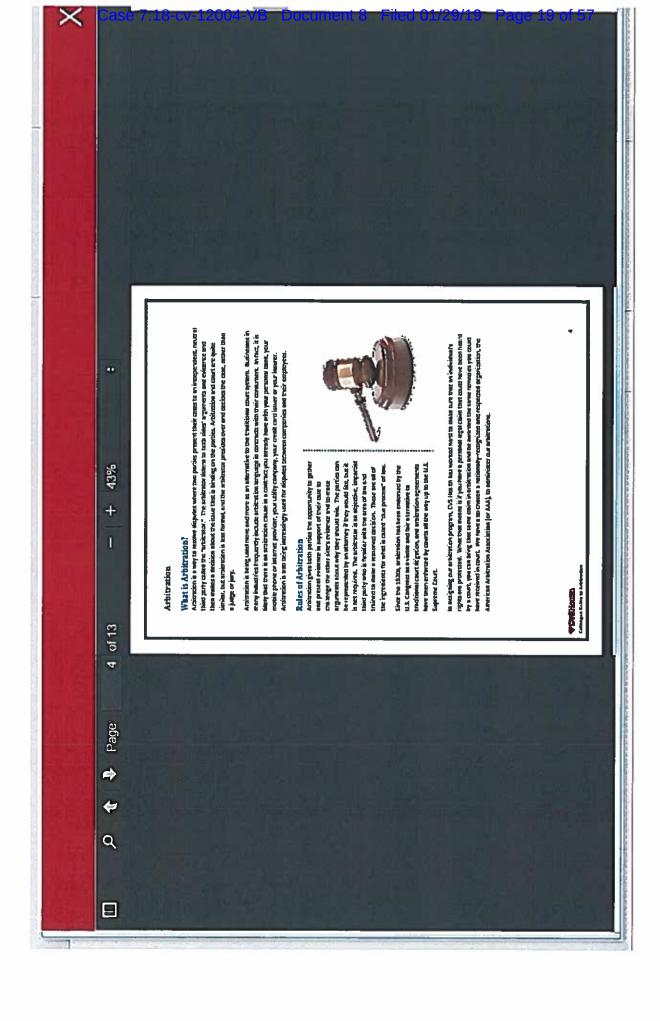


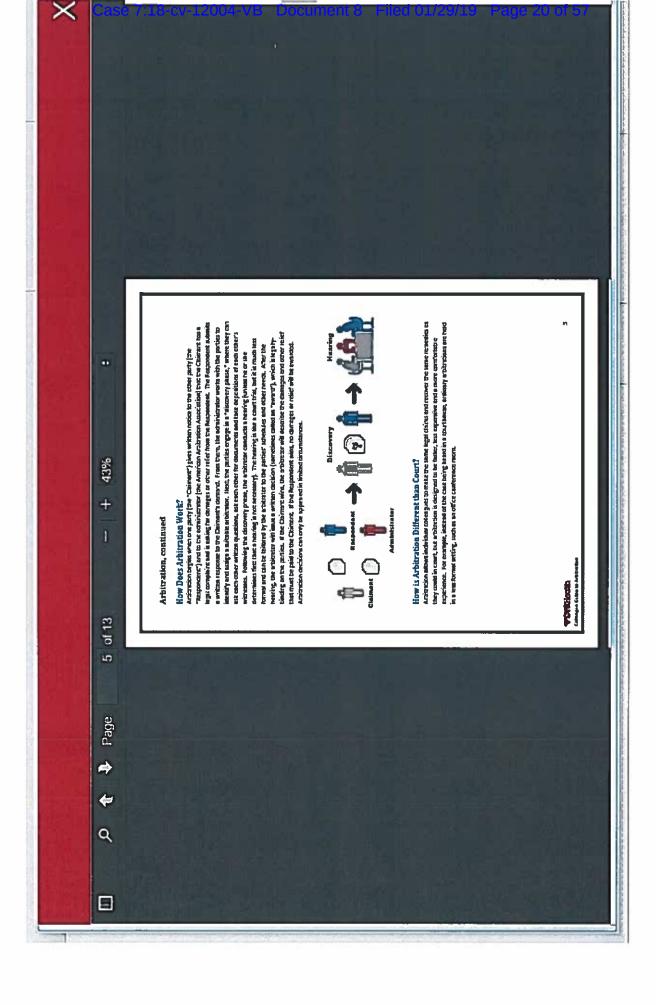
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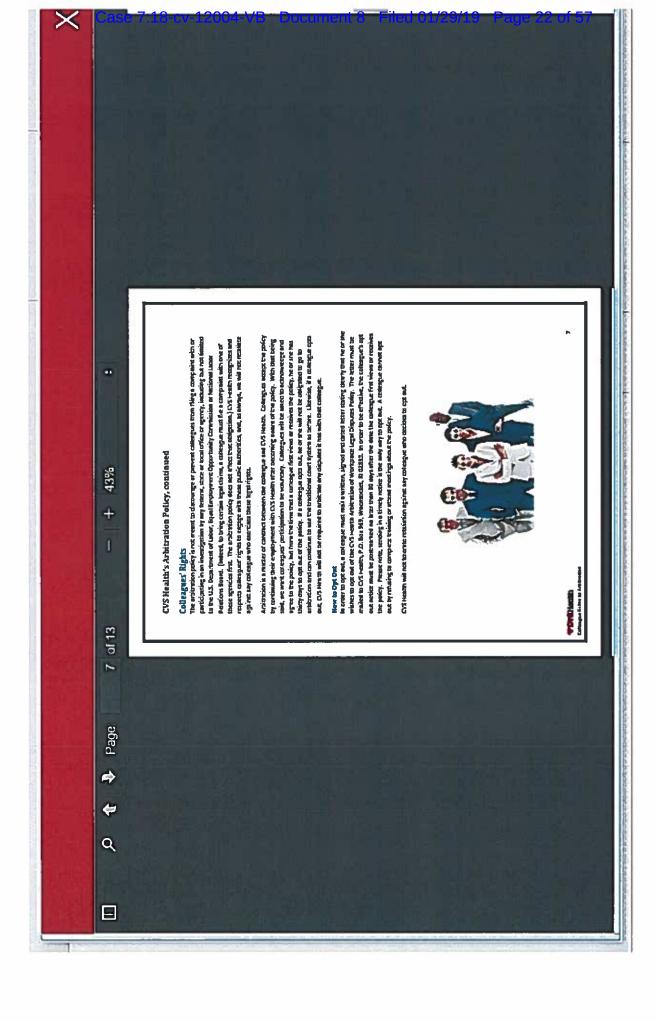


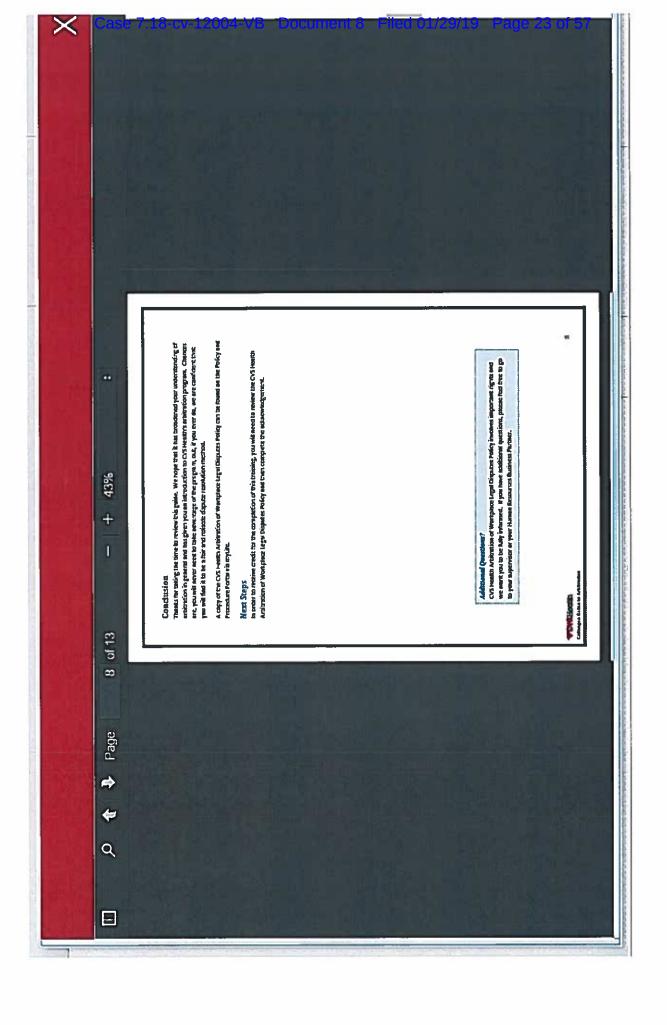


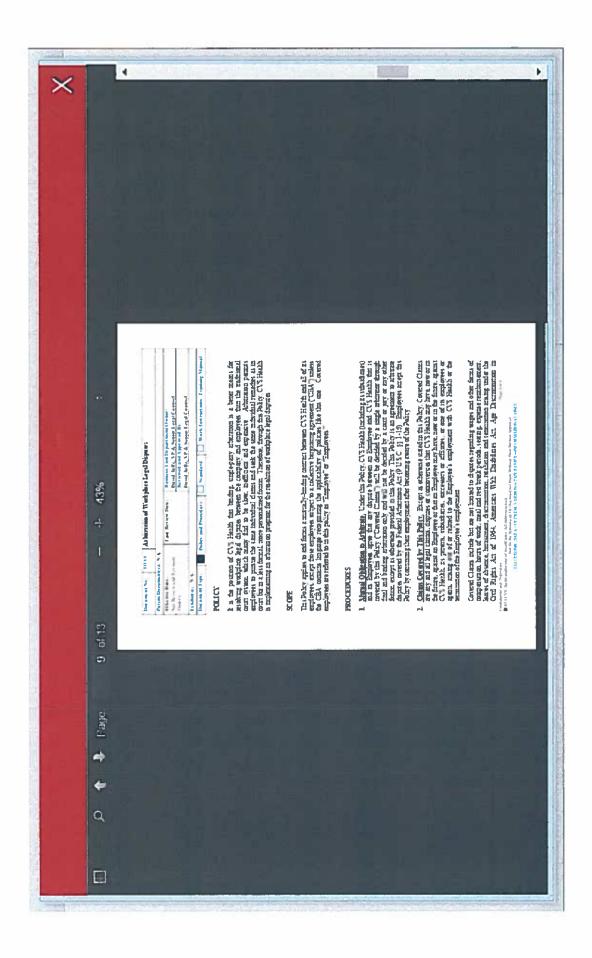


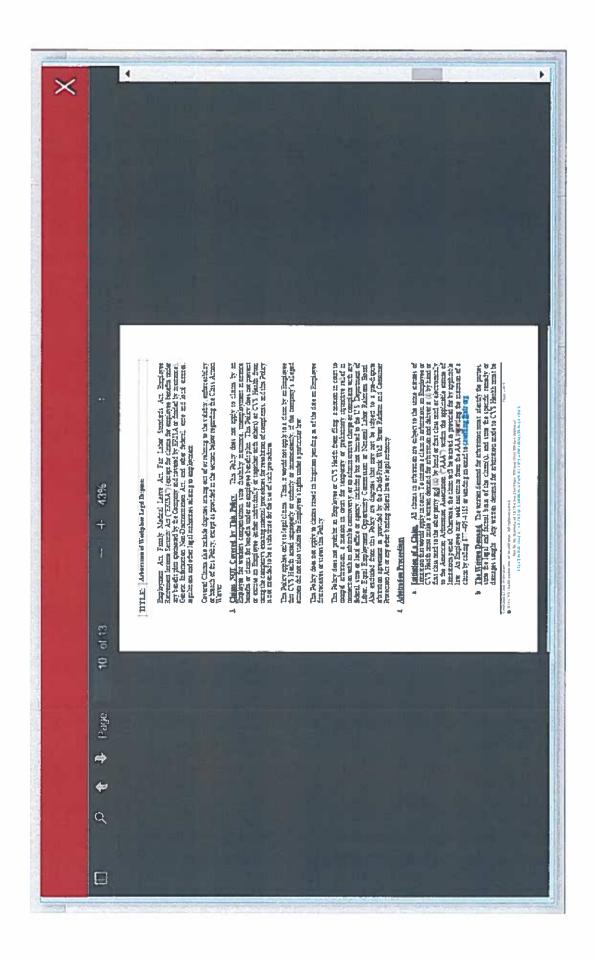


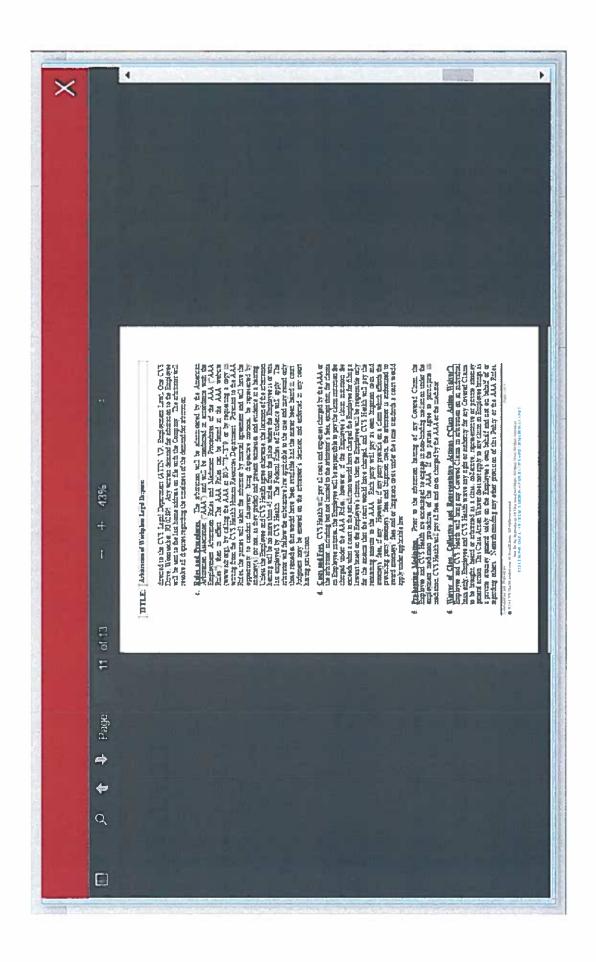
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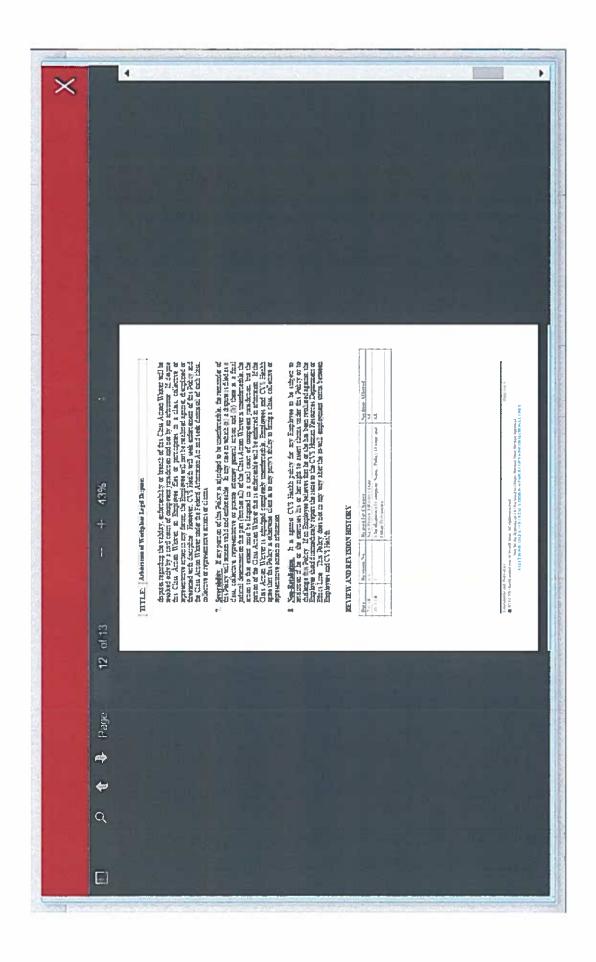


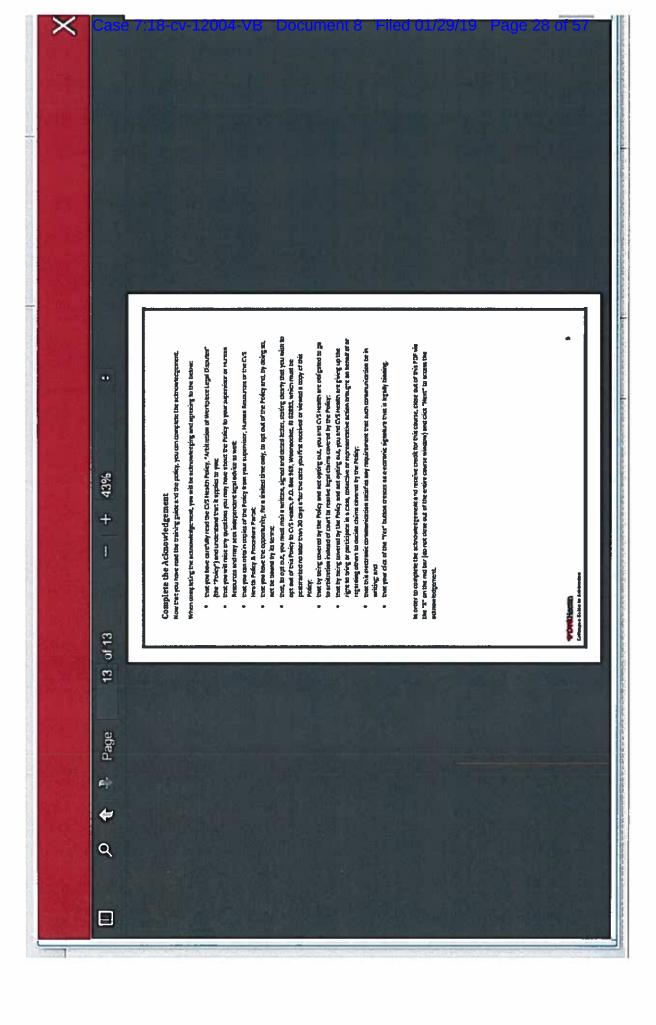


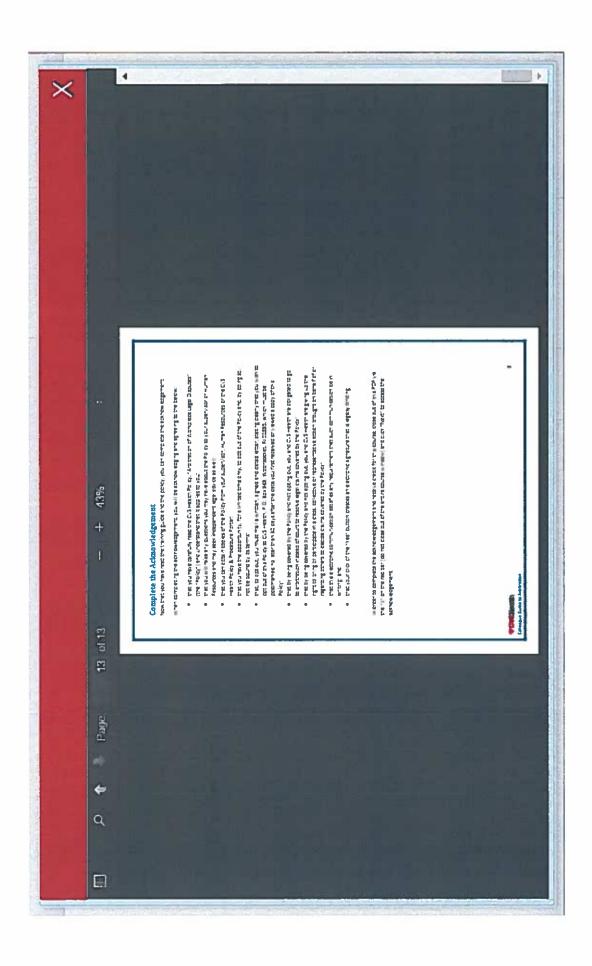












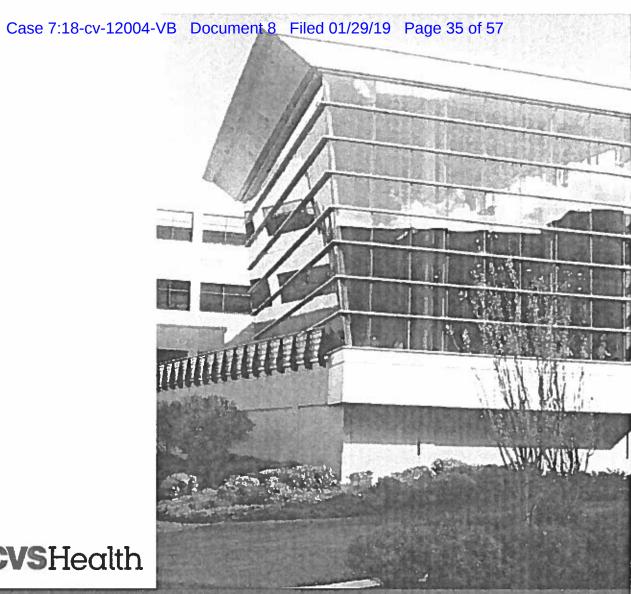
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that by being covered by the Policy and not opting out, CVS Health and I are obligated to go to arbitration instead of court to resolve legal claims covered EXI that I will raise any questions I may have about the Policy to my supervisor or Human Resources and may seek independent legal advice as well; that I have carefully read the CVS Health Policy, "Arbitration of Workplace Legal Disputes" (the "Policy") and understand that it applies to me; that, to opt out, I must mail a written, signed and dated letter, stating clearly that I wish to opt out of this Policy to CVS Health, P.O. Box 969, that by being covered by the Policy and not opting out, CVS Health and I are giving up the right to bring or participate in a class, collective or Colleague Guide to Arbitration Woonsocket, RI 02895, which must be postmarked no later than 30 days after the date I first received or viewed a copy of this Policy; Menu Back that I can obtain copies of the Policy from my supervisor, Human Resources or the CVS Health Policy & Procedure Portal; that I have the opportunity, for a limited time only, to opt out of the Policy and, by doing so, not be bound by its terms; 9 2 that this electronic communication satisfies any requirement that such communication be in writing; and representative action brought on behalf of or regarding others to decide claims covered by the Policy; that my click of the "Yes" button creates an electronic signature that is legally binding. By clicking the "Yes" button below, I am acknowledging and agreeing: Click the YES button to confirm your acknowledgement. Arbitration of Workplace Legal Disputes by the Policy; Submit Yes

that by being covered by the Policy and not opting out, CVS Health and I are obligated to go to arbitration instead of court to resolve legal claims covered Exit that I will raise any questions I may have about the Policy to my supervisor or Human Resources and may seek independent legal advice as well; that, to opt out, I must mail a written, signed and dated letter, stating clearly that I wish to opt out of this Policy to CVS Health, P.O. Box 969, that I have carefully read the CVS Health Policy, "Arbitration of Workplace Legal Disputes" (the "Policy") and understand that it applies to me; that by being covered by the Policy and not opting out, CVS Health and I are giving up the right to bring or participate in a class, collective or Colleague Guide to Arbitration Woonsocket, RI 02895, which must be postmarked no later than 30 days after the date I first received or viewed a copy of this Policy; Menu ◆ Back that I can obtain copies of the Policy from my supervisor, Human Resources or the CVS Health Policy & Procedure Portal; that I have the opportunity, for a limited time only, to opt out of the Policy and, by doing so, not be bound by its terms; 9 that this electronic communication satisfies any requirement that such communication be in writing; and 2 representative action brought on behalf of or regarding others to decide claims covered by the Policy; that my click of the "Yes" button creates an electronic signature that is legally binding. By clicking the "Yes" button below, I am acknowledging and agreeing: Click the YES button to confirm your acknowledgement. Arbitration of Workplace Legal Disputes Submit by the Policy; Yes



EXHIBIT C



♥CVSHealth

CVS Health Colleague Guide to Arbitration

Course #800305

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Introduction

Welcome to the CVS Health Colleague Guide to Arbitration.

In this document, we'll introduce you to the subject of arbitration and show you why CVS Health has chosen arbitration as the exclusive method to resolve legal disputes that may arise with our colleagues.



Course Objectives

Upon completion of this course, you will have a better understanding of:

- What arbitration is
- The CVS Health Arbitration of Workplace Legal Disputes Policy

Arbitration

What is Arbitration?

Arbitration is a way to resolve disputes where two parties present their cases to an independent, neutral third party called the "arbitrator." The arbitrator listens to both sides' arguments and evidence and then makes a decision about the issue that is binding on the parties. Arbitration and court are quite similar, but arbitration is less formal, and the arbitrator presides over and decides the case, rather than a judge or jury.

Arbitration is being used more and more as an alternative to the traditional court system. Businesses in many industries frequently include arbitration language in contracts with their consumers. In fact, it is likely that there is an arbitration clause in a contract you already have with your personal bank, your mobile phone or internet provider, your utility company, your credit card issuer or your insurer. Arbitration is also being increasingly used for disputes between companies and their employees.

Rules of Arbitration

Arbitration gives both parties the opportunity to gather and present evidence in support of their case to challenge the other side's evidence and to make arguments about why they should win. The parties can be represented by an attorney if they would like, but it is not required. The arbitrator is an objective, impartial third party who is familiar with the area of law and trained to make a reasoned decision. These are all of the ingredients for what is called "due process" of law.

Since the 1920s, arbitration has been endorsed by the U.S. Congress as a viable and fair alternative to traditional court litigation, and arbitration agreements have been enforced by courts all the way up to the U.S. Supreme Court.

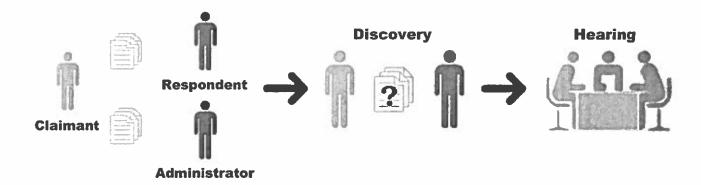


In designing our arbitration program, CVS Health has worked hard to make sure that an individual's rights are protected. What that means is if you have a personal legal claim that could have been heard by a court, you can bring that same claim in arbitration and be awarded the same remedies you could have received in court. We have also chosen a nationally-recognized and respected organization, the American Arbitration Association (or AAA), to administer our arbitrations.

Arbitration, continued

How Does Arbitration Work?

Arbitration begins when one party (the "Claimant") gives written notice to the other party (the "Respondent") and to the administrator (the American Arbitration Association) that the Claimant has a legal complaint and is asking for damages or other relief from the Respondent. The Respondent submits a written response to the Claimant's demand. From there, the administrator works with the parties to identify and assign a suitable arbitrator. Next, the parties engage in a "discovery phase," where they can ask each other written questions, ask each other for documents and take depositions of each other's witnesses. Following the discovery phase, the arbitrator conducts a hearing (unless he or she determines first that a hearing is not necessary). The hearing is like a court trial, but it is much less formal and can be tailored by the arbitrator to the parties' schedules and other needs. After the hearing, the arbitrator will issue a written decision (sometimes called an "award"), which is legally-binding on the parties. If the Claimant wins, the arbitrator will describe the damages and other relief that must be paid to the Claimant. If the Respondent wins, no damages or relief will be awarded. Arbitration decisions can only be appealed in limited circumstances.



How is Arbitration Different than Court?

Arbitration allows individual colleagues to make the same legal claims and recover the same remedies as they could in court, but arbitration is designed to be faster, less expensive and a more comfortable experience. For example, instead of the case being heard in a courthouse, ordinary arbitrations are held in a less formal setting, such as an office conference room.

CVS Health's Arbitration Policy

CVS Health has many useful tools in place for addressing workplace issues, including the Ethics Line and the Open Door Policy. We believe that most workplace issues can be addressed quickly and satisfactorily if colleagues turn to their supervisor or Human Resources Department to discuss their concerns openly and honestly. The arbitration program is not meant to be the first place someone with a concern goes for help. For example, a colleague cannot use the arbitration program to review a personnel decision that the colleague believes was generally unfair or contrary to CVS Health policy but that did not violate the law. The program is intended only for disputes that involve the violation of laws and would otherwise be filed in court.



What is covered by the CVS Health Arbitration Policy?

The CVS Health Arbitration of Workplace Legal Disputes Policy applies to all legal disputes between CVS Health and a colleague related to the colleague's employment with CVS Health or the termination of the colleague's employment. The policy does not apply to general day-to-day workplace concerns or complaints that do not involve a violation of law. A small group of legal claims are also excluded, including claims for unemployment insurance, workers compensation benefits and claims under an employee benefit plan. More detail on the claims that are covered and not covered can be found in the policy.

Class Action Waiver

In court, most cases are brought on an individual basis, meaning the plaintiff is asking for damages for himself or herself only and the focus of the proceeding stays on the plaintiff's situation. Sometimes, depending on the facts, a plaintiff will bring a lawsuit as a "class action" or "collective action" or as a "private attorney general representative action." While this area of the law is complicated, in general, these terms mean that the plaintiff is trying to represent and recover damages not just for himself or herself but also other individuals who have claims in common with the plaintiff.

CVS Health believes that the arbitration process gives all potential plaintiffs the opportunity for a fair result without the need to resort to class, collective and representative actions (which can have downsides of their own, namely greater expense and an even longer wait for resolution). For this reason, the CVS Health Arbitration of Workplace Legal Disputes Policy contains a "class action waiver." This means that you and CVS Health are committing not just to go to arbitration instead of court, but to go to arbitration as a single individual party (where the focus will be on your claim) and not as part of a class or collective or representative action. To be clear, even with the class action waiver, you will still be entitled to seek the same individual relief you could have sought if you had brought your individual claims in court.

CVS Health's Arbitration Policy, continued

Colleagues' Rights

The arbitration policy is not meant to discourage or prevent colleagues from filing a complaint with or participating in an investigation by any federal, state or local office or agency, including but not limited to the U.S. Department of Labor, Equal Employment Opportunity Commission or National Labor Relations Board. (Indeed, to bring certain legal claims, a colleague must file a complaint with one of these agencies first. The arbitration policy does not affect that obligation.) CVS Health recognizes and respects colleagues' rights to engage with these public authorities, and, as always, we will not retaliate against any colleague who exercises these legal rights.

Arbitration is a matter of contract between the colleague and CVS Health. Colleagues accept the policy by continuing their employment with CVS Health after becoming aware of the policy. With that being said, we want colleagues' participation to be voluntary. Colleagues will be asked to acknowledge and agree to the policy, but from the time that a colleague first views or receives the policy, he or she has thirty days to opt out of the policy. If a colleague opts out, he or she will not be obligated to go to arbitration and can continue to use the traditional court system as before. Likewise, if a colleague opts out, CVS Health will not be required to arbitrate any disputes it has with that colleague.

How to Opt Out

In order to opt out, a colleague must mail a written, signed and dated letter stating clearly that he or she wishes to opt out of the CVS Health Arbitration of Workplace Legal Disputes Policy. The letter must be mailed to CVS Health, P.O. Box 969, Woonsocket, RI 02895. In order to be effective, the colleague's opt out notice must be postmarked no later than 30 days after the date the colleague first views or receives the policy. Please note, sending in a timely notice is the only way to opt out. A colleague cannot opt out by refusing to complete training or attend meetings about the policy.

CVS Health will not tolerate retaliation against any colleague who decides to opt out.



Conclusion

Thanks for taking the time to review this guide. We hope that it has broadened your understanding of arbitration in general and has given you an introduction to CVS Health's arbitration program. Chances are, you will never need to take advantage of the program, but, if you ever do, we are confident that you will find it to be a fair and reliable dispute resolution method.

A copy of the CVS Health Arbitration of Workplace Legal Disputes Policy can be found on the Policy and Procedure Portal via myLife.

Next Steps

In order to receive credit for the completion of this training, you will need to review the CVS Health Arbitration of Workplace Legal Disputes Policy and then complete the acknowledgement.

Additional Questions?

CVS Health Arbitration of Workplace Legal Disputes Policy involves important rights and we want you to be fully informed. If you have additional questions, please feel free to go to your supervisor or your Human Resources Business Partner.

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Document No:	TITLE:	Arbitration of Workplace Legal Disputes			
Parent Documen	Parent Document(s): N/A				
Effective Date: Last Rev See Review and Revision		Last Review Date:	Business Unit/Department Owner: David Jaffe, VP & Senior Legal Counsel		
History			Reviewed and Approved By: David Jaffe, VP & Senior Legal Counsel		
Exhibit(s): N/A					
Document Type:	1	Policy and Procedure	Standard Work Instructions / Training Manual		

POLICY

It is the position of CVS Health that binding, single-party arbitration is a better means for resolving workplace legal disputes between the company and employees than the traditional court system, which many find to be slow, inefficient and expensive. Arbitration permits employees to pursue the same individual claims and seek the same individual remedies as in court but in a less formal, more personalized forum. Therefore, through this Policy, CVS Health is implementing an arbitration program for the resolution of workplace legal disputes.

SCOPE

This Policy applies to and forms a mutually-binding contract between CVS Health and all of its employees, except those employees subject to a collective bargaining agreement ("CBA") unless the CBA contains language recognizing the applicability of policies like this one. Covered employees are referred to in this policy as "Employee" or "Employees."

PROCEDURES

- 1. Mutual Obligation to Arbitrate. Under this Policy, CVS Health (including its subsidiaries) and its Employees agree that any dispute between an Employee and CVS Health that is covered by this Policy ("Covered Claims") will be decided by a single arbitrator through final and binding arbitration only and will not be decided by a court or jury or any other forum, except as otherwise provided in this Policy. This Policy is an agreement to arbitrate disputes covered by the Federal Arbitration Act (9 U.S.C. §§ 1-16). Employees accept this Policy by continuing their employment after becoming aware of the Policy.
- 2. Claims Covered by This Policy. Except as otherwise stated in this Policy, Covered Claims are any and all legal claims, disputes or controversies that CVS Health may have, now or in the future, against an Employee or that an Employee may have, now or in the future, against CVS Health, its parents, subsidiaries, successors or affiliates, or one of its employees or agents, arising out of or related to the Employee's employment with CVS Health or the termination of the Employee's employment.

Covered Claims include but are not limited to disputes regarding wages and other forms of compensation, hours of work, meal and rest break periods, seating, expense reimbursement, leaves of absence, harassment, discrimination, retaliation and termination arising under the Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in

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Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act ("ERISA") (except for claims for employee benefits under any benefit plan sponsored by the Company and covered by ERISA or funded by insurance), Genetic Information Non-Discrimination Act, and other federal, state and local statutes, regulations and other legal authorities relating to employment.

Covered Claims also include disputes arising out of or relating to the validity, enforceability or breach of this Policy, except as provided in the section below regarding the Class Action Waiver.

3. Claims NOT Covered by This Policy. This Policy does not apply to claims by an Employee for workers compensation, state disability insurance, unemployment insurance benefits or claims for benefits under an employee benefit plan. This Policy does not prevent or excuse an Employee (either individually or together with others) or CVS Health from using the company's existing internal procedures for resolution of complaints, and this Policy is not intended to be a substitute for the use of such procedures.

This Policy applies only to legal claims. Thus, it would not apply to a claim by an Employee that CVS Health acted improperly or unfairly or inconsistently, if the company's alleged actions did not also violate the Employee's rights under a particular law.

This Policy does not apply to claims raised in litigation pending as of the date an Employee first receives or views this Policy.

This Policy does not prohibit an Employee or CVS Health from filing: a motion in court to compel arbitration; a motion in court for temporary or preliminary injunctive relief in connection with an arbitrable controversy; or an administrative charge or complaint with any federal, state or local office or agency, including but not limited to the U.S. Department of Labor, Equal Employment Opportunity Commission or National Labor Relations Board. Also excluded from this Policy are disputes that may not be subject to a pre-dispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act or any other binding federal law or legal authority.

4. Arbitration Proceedings

- a. <u>Initiation of a Claim.</u> All claims in arbitration are subject to the same statutes of limitation that would apply in court. To initiate a claim in arbitration, an Employee or CVS Health must make a written demand for arbitration and deliver it (i) by hand or first class mail to the other party <u>and</u> (ii) by hand or first class mail or electronically to the American Arbitration Association ("AAA") within the applicable statute of limitations period. Otherwise, the claim will be waived as provided for by applicable law. An Employee may seek assistance from the AAA regarding the initiation of a claim by calling 877-495-4185 or sending an email to <u>casefiling@adr.org</u>.
- b. <u>The Written Demand.</u> The written demand for arbitration must: identify the parties; state the legal and factual basis of the claim(s); and state the specific remedy or damages sought. Any written demand for arbitration made to CVS Health must be

Arbitration of Workplace Legal Disputes TITLE:

> directed to the CVS Legal Department (ATTN: VP, Employment Law), One CVS Drive, Woonsocket, RI 02895. Any written demand for arbitration to the Employee will be sent to the last home address on file with the Company. The arbitrator will resolve all disputes regarding the timeliness of the demand for arbitration.

- c. Rules and Procedures. The arbitration will be administered by the American Arbitration Association ("AAA") and will be conducted in accordance with the Employment Arbitration Rules and Mediation Procedures of the AAA ("AAA Rules") then in effect. The AAA Rules can be found at the AAA website (www.adr.org), by calling the AAA at 800-778-7879, or by requesting a copy in writing from the CVS Health Human Resources Department. Pursuant to the AAA Rules, the parties will select the arbitrator by mutual agreement and will have the opportunity to conduct discovery, bring dispositive motions, be represented by attorney(s) (or not, as they prefer) and present witnesses and evidence at a hearing. Unless the Employee and CVS Health agree otherwise, the location of the arbitration hearing will be no more than 45 miles from the place where the Employee is or was last employed by CVS Health. The Federal Rules of Evidence will apply. The arbitrator will follow the substantive law applicable to the case and may award only those remedies that would have been available had the matter been heard in court. Judgment may be entered on the arbitrator's decision and enforced in any court having jurisdiction.
- d. Costs and Fees. CVS Health will pay all costs and expenses charged by the AAA or the arbitrator, including but not limited to the arbitrator's fees, except that, for claims an Employee initiates, the Employee will be responsible to pay the claim initiation fee charged under the AAA Rules; however, if the Employee's claim initiation fee exceeds what a court in the jurisdiction would have charged the Employee for filing a lawsuit based on the Employee's claims, then the Employee will be responsible only for the amount that the court would have charged, and CVS Health will pay the remaining amount to the AAA. Each party will pay its own litigation costs and attorneys' fees, if any. However, if any party prevails on a claim which affords the prevailing party attorneys' fees and litigation costs, the arbitrator is authorized to award attorneys' fees and/or litigation costs under the same standards a court would apply under applicable law.
- Prior to the arbitration hearing of any Covered Claim, the 5. Pre-hearing Mediation. Employee and CVS Health are encouraged to engage in non-binding mediation under the employment mediation procedures of the AAA. If the parties agree to participate in mediation, CVS Health will pay all fees and costs charged by the AAA or the mediator.
- 6. Waiver of Class, Collective and Representative Actions ("Class Action Waiver"). Employee and CVS Health will bring any Covered Claims in arbitration on an individual basis only; Employee and CVS Health waive any right or authority for any Covered Claims to be brought, heard or arbitrated as a class, collective, representative or private attorney general action. This Class Action Waiver does not apply to any claim an Employee brings as a private attorney general solely on the Employee's own behalf and not on behalf of or regarding others. Notwithstanding any other provision of this Policy or the AAA Rules,

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disputes regarding the validity, enforceability or breach of this Class Action Waiver will be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If, despite this Class Action Waiver, an Employee files or participates in a class, collective or representative action in any forum, the Employee will not be retaliated against, disciplined or threatened with discipline. However, CVS Health will seek enforcement of this Policy and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class, collective or representative actions or claims.

- 7. Severability. If any portion of this Policy is adjudged to be unenforceable, the remainder of this Policy will remain valid and enforceable. In any case in which (a) a dispute is filed as a class, collective, representative or private attorney general action and (b) there is a final judicial determination that part (but not all) of the Class Action Waiver is unenforceable, the action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable will be enforced in arbitration. If the Class Action Waiver is adjudged completely unenforceable, Employees and CVS Health agree that this Policy is otherwise silent as to any party's ability to bring a class, collective or representative action in arbitration.
- 8. Non-Retaliation. It is against CVS Health policy for any Employee to be subject to retaliation if he or she exercises his or her right to assert claims under this Policy or to challenge this Policy. If an Employee believes that he or she has been retaliated against, the Employee should immediately report the issue to the CVS Human Resources Department or Ethics Line. This Policy does not in any way alter the at-will employment status between Employees and CVS Health.

REVIEW AND REVISION HISTORY

Date	Revision No.	Reason for Change	Sections Affected
7/6/14	n/a	New Policy Effective Date	All
10/5/14	1	Clarification of Company Name, Policy Owner and Other Provisions	Ali

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Complete the Acknowledgement

Now that you have read the training guide and the policy, you can complete the acknowledgement.

When completing the acknowledgement, you will be acknowledging and agreeing to the below:

- that you have carefully read the CVS Health Policy, "Arbitration of Workplace Legal Disputes" (the "Policy") and understand that it applies to you;
- that you will raise any questions you may have about the Policy to your supervisor or Human Resources and may seek independent legal advice as well;
- that you can obtain copies of the Policy from your supervisor, Human Resources or the CVS Health Policy & Procedure Portal;
- that you have the opportunity, for a limited time only, to opt out of the Policy and, by doing so, not be bound by its terms;
- that, to opt out, you must mail a written, signed and dated letter, stating clearly that you wish to
 opt out of this Policy to CVS Health, P.O. Box 969, Woonsocket, RI 02895, which must be
 postmarked no later than 30 days after the date you first received or viewed a copy of this
 Policy;
- that by being covered by the Policy and not opting out, you and CVS Health are obligated to go to arbitration instead of court to resolve legal claims covered by the Policy;
- that by being covered by the Policy and not opting out, you and CVS Health are giving up the
 right to bring or participate in a class, collective or representative action brought on behalf of or
 regarding others to decide claims covered by the Policy;
- that this electronic communication satisfies any requirement that such communication be in writing; and
- that your click of the "Yes" button creates an electronic signature that is legally binding.

In order to complete the acknowledgement and receive credit for this course, close out of this PDF via the "X" on the red bar (do not close out of the entire course window) and click "Next" to access the acknowledgement.

EXHIBIT D

Last: CARDINAL First: CAROL

Current Position: SHIFT SUPERVISOR **Continuous Service Date:** 06/09/2009

Store: 05359 Area: 2 Region: 9 District: 11

Course Code	Course Name	Status	Status Date	Expired Date
400100	myStore - New Colleague Orientation	Finished	11/14/2006	
400170	Tobacco and Alcohol Training Module	Finished	11/14/2006	
400500	Pseudoephedrine (PSE) Training	Finished	11/15/2006	
400100	myStore - New Colleague Orientation	Certified	11/20/2006	
400303	Additional Register Functions	Certified	07/21/2009	
400302	Customer Refunds	Certified	07/21/2009	
400301	Register Basics	Certified	07/21/2009	
502900	SMD - Alarm System	Certified	07/22/2009	
503000	SMD - LP - Internal	Certified	07/22/2009	
502600	SMD - Key Recs	Certified	07/22/2009	
502400	SMD - Closing the Store	Certified	07/22/2009	
502300	SMD - Opening the Store	Certified	07/22/2009	
502200	SMD - Paidouts/Special Receipts	Certified	07/22/2009	
502100	SMD - Random Verifications	Certified	07/22/2009	
502000	SMD - Terminal Verification	Certified	07/22/2009	
501900	SMD - Turn-Ins/Deposits	Certified	07/22/2009	
501800	SMD - Imprest Fund	Certified	07/22/2009	
501700	SMD - Planograms	Certified	07/22/2009	
501600	SMD - Discontinued Items	Certified	07/22/2009	
501500	SMD - Price Changes	Certified	07/22/2009	
501400	SMD - Sale Up/Down	Certified	07/22/2009	
501300	SMD - Direct Store Delivery or DSD	Certified	07/22/2009	
501200	SMD - Item Management	Certified	07/22/2009	
500900	SMD - Employee Discount & Key Tags	Certified	07/22/2009	
500800	SMD - Manager Voids	Certified	07/22/2009	
500700	SMD - Refunds and Coupons Outside Sale	Certified	07/22/2009	
500600	SMD - Terminal & Printer Maintenance	Certified	07/22/2009	
500500	SMD - Item Substitution	Certified	07/22/2009	
500300	SMD - Travelers Check	Certified	07/22/2009	
500200	SMD - Check Acceptance/Returned Check	Certified	07/22/2009	
202100	Drive-Thru	Finished	07/24/2009	
201010	Introduction to the Pharmacy	Finished	07/24/2009	

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201020	Pharmacy Register	Finished	07/24/2009
201030	Customer Service I	Finished	07/24/2009
201040	Basic Pharmacy Maintenance	Finished	07/24/2009
202020	Prescription Production	Finished	07/24/2009
201020	Pharmacy Register	Certified	07/30/2009
201010	Introduction to the Pharmacy	Certified	07/30/2009
201030	Customer Service I	Certified	07/30/2009
201040	Basic Pharmacy Maintenance	Certified	07/30/2009
202020	Prescription Production	Certified	07/30/2009
202100	Drive-Thru	Certified	07/30/2009
204020	Foundations of Pharmacy	Finished	08/06/2009
204010	Pharmacy Basics	Finished	08/06/2009
204000	Introduction to Pharmacy	Finished	08/06/2009
206030	Introduction to Drive-thru	Finished	08/06/2009
204065	Production On-the-Job Training (OJT)	Finished	08/06/2009
204060	Foundations of Production	Finished	08/06/2009
204110	Introduction to Drive-thru	Finished	08/06/2009
204030	Introduction to Pick-up	Finished	08/06/2009
204040	Foundations of Pick-up	Finished	08/06/2009
204045	Pick-Up On-the-Job Training (OJT)	Finished	08/06/2009
204050	Introduction to Production	Finished	08/06/2009
204111	Drive-Thru Workstation On-the-Job Training (OJT)	Finished	08/06/2009
503800	SMD - In-Store Repairs	Certified	09/02/2009
503900	SMD - New Items	Certified	09/02/2009
504000	SMD - Office Organization	Certified	09/02/2009
504200	SMD - RF Unit	Certified	09/02/2009
504400	SMD - Dated Merchandise	Certified	09/02/2009
504500	SMD - Return Preparation	Certified	09/02/2009
504600	SMD - Pricing Merchandise	Certified	09/02/2009
506800	SMD - Maintain and Analyze Cosmetics	Certified	09/02/2009
507000	SMD - Order Weekly Promo	Certified	09/02/2009
502500	Payroll	Certified	09/02/2009
502500	Payroll	Finished	09/02/2009
502800	SMD - Markup or Markdown or MU/MD	Certified	09/02/2009
503200	SMD - Electronic Article Surveillance or EAS	Certified	09/02/2009
503600	SMD - Signing	Certified	09/02/2009
503700	SMD - Store Walkthrough	Certified	09/02/2009
504300	SMD - Backroom Organization	Certified	09/04/2009

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503410	SMD - Receiving and Checking in a Delivery	Certified	09/04/2009
503100	SMD - LP - External	Certified	09/04/2009
503510	SMD - Inventory Management	Certified	09/04/2009
502501	Workbrain Time and Attendance Training	Finished-WBT	09/27/2009
507020	AIM PROMO	Finished	10/16/2009
504100	SMD - Accident Reports/Product Contamination	Certified	11/17/2009
406400	Introduction to Photo	Finished	11/26/2009
406410	Photo Customer Service Training	Finished	12/14/2009
406420	Photo Products and Services	Finished	12/15/2009
300100	HIPAARx	Finished-WBT	12/30/2009
510900	Shift Supervisor SMD Basic Operational Skills (Phase I) Curriculum Certification	Certified	12/31/2009
406110	Photo Lab OSHA	Expired	01/18/2010 01/18/2011
406420	Photo Products and Services	Certified	01/19/2010
406280	Kodak Kiosk Training	Certified	01/19/2010
400400	Introduction To ExtraCare	Finished	01/22/2010
406170	Photo Lab Sales Building	Finished	02/26/2010
406170	Photo Lab Sales Building	Certified	02/26/2010
507200	SMD - Coaching & Counseling	Certified	06/26/2010
506600	SMD - Display Off-Shelf Merchandise	Certified	06/29/2010
507400	Voluntary/Involuntary Terminations	Certified	06/29/2010
507400	Voluntary/Involuntary Terminations	Finished	06/29/2010
507300	SMD - Conducting Performance Reviews	Certified	06/29/2010
507300	SMD - Conducting Performance Reviews	Finished	06/29/2010
507200	SMD - Coaching & Counseling	Finished	06/29/2010
506700	SMD - Display Seasonal Merchandise	Certified	06/29/2010
506000	Recruit, Interview and Hire	Certified	06/29/2010
506000	Recruit, Interview and Hire	Finished	06/29/2010
505800	SMD - Loss Prevention	Certified	06/29/2010
505200	SMD - Order Seasonally Related Merchandise	Certified	06/29/2010
505100	SMD - Write Regular Weekly and Seasonal Weekly Schedule	Certified	06/29/2010
505100	SMD - Write Regular Weekly and Seasonal Weekly Schedule	Finished	06/29/2010
506400	SMD - Communicate Effectively	Finished	07/06/2010
505400	SMD - Delegation To Become An Effective Manager	Finished	07/14/2010
508100	SMD - Think Like A Merchant	Certified	07/17/2010
406320	Photo Chemistry	Certified	07/18/2010

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507100	SMD - Introduction to Profit and Loss Statement	Finished	08/15/2010
506900	SMD - Greeting Cards (American Greetings and Hallmark)	Certified	08/15/2010
505300	SMD - Implementing SucceSSS	Finished	08/19/2010
505000	SMD - Implementing SKiLL	Finished	08/19/2010
510810	SMD FOUNDATIONAL ASSESSMENT REGISTER (LASER)	Finished	08/21/2010
510820	SMD FOUNDATIONAL ASSESSMENT REGISTER (NON-LASER)	Finished	08/21/2010
510870	SMD FOUNDATIONAL ASSESSMENT STORE OPS/LP	Finished	08/24/2010
507100	SMD - Introduction to Profit and Loss Statement	Certified	08/25/2010
800263	Handling PHI and Other Confidential and Propriety Information (L3)	Expired	09/03/2010 05/13/2011
800110	Bi-Annual Compliance Training Re-Assessment	Finished	09/03/2010
510860	SMD FOUNDATIONAL ASSESSMENT ITEM MANAGEMENT	Not Passed	09/09/2010
510850	SMD FOUNDATIONAL ASSESSMENT IN STOCK	Finished	09/09/2010
510830	SMD FOUNDATIONAL ASSESSMENT PHOTO LAB/RX	Finished	09/22/2010
406260	Photo Equipment Operations	Finished	09/28/2010
500116	Hazardous Waste Training Program - Retail Stores	Finished	12/15/2010
6500020	Performance Counseling	Finished-WBT	02/02/2011
406160	Photo Lab Quality Assurance	Finished	02/09/2011
406110	Photo Lab OSHA	Expired	03/07/2011 05/01/2011
406260	Photo Equipment Operations	Certified	03/07/2011
800130	Bi-Annual Front Store Training	Expired	03/09/2011
406625	OSHA Health & Safety	Expired	04/08/2011 04/08/2012
406630	OSHA Health & Safety Assessment	Expired	04/17/2011 04/17/2012
507800	SMD - Build and Motivate a Store Team	Finished	05/14/2011
505600	SMD - On-the-Job (OJT) Training	Finished	05/14/2011
508200	SMD - Business Ethics and Confidentiality	Finished	05/16/2011
507010	SMD - Effective Promo Ordering	Finished-WBT	05/16/2011
505900	SMD - Introduction to Initiative	Finished	05/16/2011
510860	SMD FOUNDATIONAL ASSESSMENT ITEM MANAGEMENT	Finished	06/10/2011
204150	Third Party Plans and Cards	Finished	07/07/2011

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800115	ADA American Disability Act	Finished	07/24/2011
507900	SMD - Problem Solving and Decision Making	Finished	07/27/2011
505500	SMD - Time Management Skills	Finished	07/27/2011
508000	SMD - Conflict Resolution	Finished	08/09/2011
509501	SMD - Understanding Your Role in the Store Performance Visit	Finished-WBT	08/19/2011
507700	SMD - Managing Without a Union	Finished	08/26/2011
506100	SMD - Introduction to Inventory Activity Report	Certified	10/07/2011
507600	SMD - Inventory Preparations	Certified	10/07/2011
800130	Bi-Annual Front Store Training	Expired	10/13/2011 03/02/2012
406619	Photo Lab Supervisor - Supervisory Skills	Not Passed	10/20/2011
400570	Scheduling Support Tools	Finished-WBT	11/19/2011
204190	Introduction to Inventory Management WBT	Finished-WBT	11/22/2011
204120	Introduction to Drop-off	Finished-WBT	11/22/2011
510800	SMD - Diversity Management	Finished	11/29/2011
204130	Foundations of Inventory Management	Finished	12/01/2011
800130	Bi-Annual Front Store Training	Expired	03/05/2012 08/31/2012
6500025	Benefits Course	Finished-WBT	03/18/2012
505310	SMD - Your Role in Onboarding a New Colleague	Finished	03/21/2012
310500	District Manager SMT Assessment	Certified	03/26/2012
406625	OSHA Health & Safety	Expired	04/04/2012
406630	OSHA Health & Safety Assessment	Expired	04/04/2012 04/04/2013
406285	Kiosk Service Course	Certified	04/19/2012
204230	Waiting Bin Maintenance	Finished	04/25/2012
510200	SMD - Succession Planning	In Progress	04/25/2012
300505	Stores Own Sales: The P & L Connection for Front Store	Finished-WBT	05/30/2012
250430	Pharmacy Scheduling	Not Passed	05/31/2012
360230	Radar Store - Managing Workload Execution	Finished-WBT	05/31/2012
300800	Effective Action Planning for Pharmacy	Finished-WBT	05/31/2012
510000	SMD - Presentation Skills	Finished	08/22/2012
509900	SMD - Stress Management	In Progress	08/22/2012
510500	SMD - Accountability and Performance	Finished	08/22/2012
510300	SMD - Building and Maintaining Relationships	Finished	08/22/2012
800130	Bi-Annual Front Store Training	Finished	09/15/2012
207001	WeCARE Overview	Finished-WBT	10/28/2012
207005	WeCARE Pick-Up	Finished-WBT	11/02/2012

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400601	Navigate the Home Page (Store/DC Hourly)	Finished-WBT	01/07/2013
400602	Create a Requisition (Store/DC Hourly)	Finished-WBT	01/07/2013
400603	View Candidates in Requisition (Store/DC Hourly)	Finished-WBT	01/07/2013
400604	Review the Talent Record (Store/DC Hourly)	Finished-WBT	01/07/2013
400605	Update the HR Status (Store/DC Hourly)	Finished-WBT	01/07/2013
400606	Hire a Candidate and Close the Requisition (Store/DC Hourly)	Finished-WBT	01/07/2013
800140	Bi-Annual Training: Front Store Version	Expired	02/11/2013 08/02/2013
400900	myCustomer Acknowledgement	Finished	03/27/2013
406630	OSHA Health & Safety Assessment	Expired	04/14/2013 04/14/2014
506200	SMD - The Power of Diversity	Finished	04/25/2013
510000	SMD - Presentation Skills	Finished	05/10/2013
510500	SMD - Accountability and Performance	Attended	05/10/2013
800144	Handling Acetone and Iodine	Finished	07/20/2013
406625	OSHA Health & Safety	Expired	07/31/2013 07/31/2014
800140	Bi-Annual Training: Front Store Version	Expired	08/15/2013 12/20/2013
400640	Guardian I-9 System User Training	Finished-WBT	11/12/2013
406630	OSHA Health & Safety Assessment	Not Passed	06/19/2014
402305	SBT - Scan Based Trading	In Progress-WBT	06/22/2014
380130	Food Safety and Sanitation Training	Expired	06/27/2014 06/02/2017
800140	Bi-Annual Training: Front Store Version	Expired	07/02/2014 10/03/2014
208505	Introduction to mySchedule	Finished-WBT	07/04/2014
400125	myImpact Kick-Off Acknowledgement	Finished	07/23/2014
500005	Cash Management Overview	Finished	10/31/2014
500004	Advanced Register Overview	Finished	10/31/2014
500001	Product Management Overview	Finished	10/31/2014
500002	Customer Focused Replenishment	Finished	04/21/2015
500003	Day to Day Operations Overview	Finished	04/21/2015
800305	Arbitration of Workplace Legal Disputes	Finished-WBT	04/21/2015
208550	mySchedule Technical Training	Finished	04/21/2015
500006	Loss Prevention Overview	Finished	04/21/2015
800140	Bi-Annual Training: Front Store Version	Expired	04/22/2015 07/31/2015
505800	SMD - Loss Prevention	Dropped From Class	06/08/2015
510100	SMD - Analyzing Competitive Environments	Dropped From Class	06/08/2015
510000	SMD - Presentation Skills	Dropped From Class	06/08/2015

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508150	Merchandising to Drive Sales	Dropped From Class	06/08/2015	
507700	SMD - Managing Without a Union	Dropped From Class	06/08/2015	
507081	Improving FS Margin Rate	Dropped From Class	06/08/2015	
506900	SMD - Greeting Cards (American Greetings and Hallmark)	Dropped From Class	06/08/2015	
506800	SMD - Maintain and Analyze Cosmetics	Dropped From Class	06/08/2015	
506500	SMD - Managing With a Union	Dropped From Class	06/08/2015	
506220	SMD - Managing Diversity	Dropped From Class	06/08/2015	
208540	Foundation of mySchedule	Finished	06/18/2015	
300031	Introduction to MinuteClinic (Minute Clinic)	Finished-WBT	06/25/2015	
507221	Conducting High Quality Observation and Feedback	Finished	06/25/2015	
507231	Impactful Coaching	Finished	06/28/2015	
800140	Bi-Annual Training: Front Store Version	Expired	08/10/2015	01/29/2016
365001	Appropriate Use of Electronic Communications	Finished-WBT	08/10/2015	
402301	Shoplifter Apprehension Guidelines for Front Store Management	Expired	10/05/2015	06/24/2016
507081	Improving FS Margin Rate	Finished	10/06/2015	
410005	Store Manager in Training Opt In Acknowledgement	Finished	02/01/2016	
800140	Bi-Annual Training: Front Store Version	Expired	02/01/2016	07/22/2016
300650	Processing Terminations and Final Pay	Expired	02/09/2016	09/21/2017
402301	Shoplifter Apprehension Guidelines for Front Store Management	Finished	08/10/2016	
800140	Bi-Annual Training: Front Store Version	Expired	08/10/2016	01/27/2017
410003	Meal Break and Rest Period Training for Management	Finished-WBT	08/15/2016	
509700	SMD - Violence in the Workplace	Not Passed	08/17/2016	
400370	CVS Curbside Acknowledgment	Finished	09/11/2016	
800107	New Colleague Compliance Training	Finished	02/01/2007	
800008	CVS Health Colleague Handbook	Expired	06/29/2009	04/08/2016
800005	CVS Health Store and Distribution Center Code of Conduct Training	Expired	01/22/2010	
800183	Preventing Money Laundering: Front Store Version	Expired	10/15/2010	02/01/2013

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800264	Handling Confidential Information - 2011 Brochure	Expired	02/08/2011 05/13/2011
800102	Preventing Workplace Harassment	Finished-WBT	02/12/2011
800184	Preventing Money Laundering: Non-Management Version	Expired	02/14/2011 02/01/2013
800104	What Supervisors Need to Know About Harassment	Finished-WBT	04/22/2011
800266	Handling PHI and Other Confidential Information	Finished	05/14/2011
800264	Handling Confidential Information - 2011 Brochure	Expired	05/17/2011
500149	Front Store Hazardous Waste Management Training	Expired	11/15/2011 11/15/2012
500148	Photo Hazardous Waste Management Training	Expired	12/12/2011 04/13/2012
800005	CVS Health Store and Distribution Center Code of Conduct Training	Expired	01/22/2012 05/03/2013
500148	Photo Hazardous Waste Management Training	Expired	05/21/2012 05/03/2013
800273	Privacy Training	Expired	07/31/2012 08/02/2013
500149	Front Store Hazardous Waste Management Training	Expired	11/25/2012 05/03/2013
800183	Preventing Money Laundering: Front Store Version	Expired	02/10/2013 04/04/2014
800005	CVS Health Store and Distribution Center Code of Conduct Training	Expired	05/14/2013 04/04/2014
500148	Photo Hazardous Waste Management Training	Expired	05/21/2013 06/27/2014
500149	Front Store Hazardous Waste Management Training	Expired	05/21/2013 06/27/2014
800273	Privacy Training	Expired	08/16/2013 06/27/2014
800127	Youth Employment Training	Expired	10/07/2013 04/04/2014
800163	Safety General Awareness and Emergency Procedures Plan Training	Finished	10/07/2013
800127	Youth Employment Training	Expired	06/19/2014 07/31/2015
800005	CVS Health Store and Distribution Center Code of Conduct Training	Expired	06/19/2014 05/01/2015
500149	Front Store Hazardous Waste Management Training	Expired	07/01/2014 05/01/2015
800183	Preventing Money Laundering: Front Store Version	Expired	07/02/2014 10/21/2016
800273	Privacy Training	Expired	07/02/2014 07/31/2015

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800165	Recognizing and Preventing Workplace Violence for Store Colleagues	Expired	07/02/2014 01/29/2016
500105	PIT Safety Training	Finished-WBT	07/24/2014
500109	OSHA Regulations	Finished-WBT	07/24/2014
500148	Photo Hazardous Waste Management Training	Expired	07/26/2014 05/01/2015
800301	Social Engineering	Expired	04/23/2015 07/22/2016
800005	CVS Health Store and Distribution Center Code of Conduct Training	Expired	05/08/2015 04/22/2016
500149	Front Store Hazardous Waste Management Training	Expired	05/14/2015 04/22/2016
800127	Youth Employment Training	Expired	08/10/2015 07/22/2016
800273	Privacy Training	Expired	08/10/2015 07/01/2016
800165	Recognizing and Preventing Workplace Violence for Store Colleagues	Finished-WBT	02/01/2016
800008	CVS Health Colleague Handbook	Finished	04/08/2016
891006	Front Store Hazardous Waste Management Training	Expired	05/03/2016 03/31/2017
800005	CVS Health Store and Distribution Center Code of Conduct Training	Expired	05/03/2016 03/31/2017
800272	Rx Retail Privacy Training	Expired	07/10/2016 07/28/2017
801301	Social Engineering	Expired	08/10/2016 07/28/2017
800127	Youth Employment Training	Finished	08/10/2016
800110	Bi-Annual Compliance Training Re-Assessment	Expired	03/03/2007
800110	Bi-Annual Compliance Training Re-Assessment	Expired	03/03/2007
800110	Bi-Annual Compliance Training Re-Assessment	Expired	09/16/2009 02/28/2010
800110	Bi-Annual Compliance Training Re-Assessment	Expired	03/16/2010